

## **EXHIBIT C**

**AGREEMENT  
BETWEEN KENYON & KENYON AND CHARLES R. BRAINARD**

THIS AGREEMENT, effective as of October 1, 2005, is made by and between the firm of KENYON & KENYON (herein "THE FIRM"), having its principal office and place of business at One Broadway, New York, New York 10004, and CHARLES R. BRAINARD (herein "BRAINARD", unless otherwise noted), residing at 46 Great Jones Street, 6<sup>th</sup> Floor, New York, New York 10012. THE FIRM and BRAINARD are jointly referred to in this Agreement as "The Parties."

WHEREAS, under the terms of the Continuing Firm Agreement effective October 1, 1996, BRAINARD withdrew from THE FIRM on October 1, 2003 and became Of Counsel to THE FIRM and desires to become Of Counsel to THE FIRM for one year, effective October 1, 2005 to September 30, 2006.

WHEREAS THE FIRM desires BRAINARD to become Of Counsel for this year on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of their mutual undertakings set forth in this Agreement, the Parties agree as follows;

**1. Of Counsel Status**

(a). Effective October 1, 2005, THE FIRM will retain BRAINARD as Of Counsel from October 1, 2005 to September 30, 2006. He will be paid <sup>\$</sup> 20,833.33 per month, to be paid in two equal installments at the same time as the equity partners receive their bi-monthly distribution. In his capacity as Of Counsel, BRAINARD shall undertake such legal, consultative and administrative tasks as THE FIRM may request of him. While the relationship of Of

Counsel exists, BRAINARD, shall not practice law for hire otherwise than as Of Counsel to THE FIRM and in its name except as otherwise expressly agreed to by THE FIRM in writing.

(b). BRAINARD may attend THE FIRM's social and business meetings when this is acceptable to the partners present, but without vote at the latter. BRAINARD will, as far as he is permitted to do so by the providers of such plans and programs, continue to participate, at his own expense, in THE FIRM's life, health, accident/disability and pension plans and any other similar programs in which equity partners generally may participate.

**2. Confidentiality**

It is expressly agreed by BRAINARD that this Agreement, and the terms and conditions of this Agreement, will be maintained in confidence and not be disclosed to anyone except to any tax or legal advisor or in response to any administrative, judicial, or governmental authority or a written consent for disclosure by BRAINARD from KENYON & KENYON.

AGREED TO AND ACCEPTED BY:

**KENYON & KENYON**

By: \_\_\_\_\_  
Partner

Date: \_\_\_\_\_

**CHARLES R. BRAINARD**

\_\_\_\_\_

Date: \_\_\_\_\_